Case 20-33927-KLP Doc 19 Filed 08/09/21 Entered 08/09/21 16:01:46 Desc Main Document Page 1 of 6 Fill in this information to identify the case: Joseph R. Hamm Debtor 1 Karen A. Hamm Debtor 2 (Spouse, if filing) United States Bankruptcy Court for the: Eastern District of Virginia (Richmond) Case number 20-33927-KLP Official Form 410S1 **Notice of Mortgage Payment Change** 12/15 If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1. Name of creditor: The Bank of New York Mellon, f/k/a, the Bank of New Court claim no. (if known): N/A York, as Trustee for CWABS, Inc., Asset-Backed Certificates, Series 2004-7 c/o Select Portfolio Servicing, Inc. Last 4 digits of any number you use to XXXXXXX1770 Date of payment change: Must be at least 21 days 09/01/2021 identify the debtor's account: after date of this notice New total payment: \$ 496.99 Principal, interest, and escrow, if any **Escrow Account Payment Adjustment** Part 1: 1. Will there be a change in the debtor's escrow account payment? ✓ No. Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: ____ Current escrow payment: \$ New escrow payment: \$ Part 2: **Mortgage Payment Adjustment** Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account? □ No Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable

nonbankruptcy law. If a notice is not attached, explain why::_____

New interest rate:

6.875 %

New principal and interest payment: \$ 496.99

6.875 %

Current principal and interest payment: \$ 496.98

Current interest rate:

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 $\begin{array}{cccc} \textbf{Debtor 1} & & \underline{\textbf{Joseph R. Hamm}} \\ & & \textbf{First Name} & \textbf{Middle Name} & \textbf{Last Name} \end{array}$

Case number (if known) 20-33927-KLP

| Part 3: | Other Payment Change | | | | |
|---|--|--|--|--|--|
| ✓ No ☐ Yes. loan modi: (Court app Reason | Attach a copy of any documents fication agreement. broval may be required before the force that a for change: | s mortgage payment for a reason not listed above? describing the basis for the change, such as a repayment plan or e payment change can take effect.) | | | |
| Curren | t mortgage payment: \$ | New mortgage payment: \$ | | | |
| Part 4: | Sign Here | | | | |
| The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number. | | | | | |
| Check the ap | Theck the appropriate box. | | | | |
| ☑ I am I declare ı | the creditor. the creditor's authorized agent. under penalty of perjury that the knowledge, information, and the | Pribing the basis for the change, such as a repayment plan or ment change can take effect.) New mortgage payment: \$ Sign and print your name and your title, if any, and state your Formation provided in this claim is true and correct to the nable belief. Date August 9, 2021 Title Attorney | | | |
| X /s/ M | atthew C. Rawls | Date August 9, 2021 | | | |
| Print: | Matthew Rawls First Name Middle Name Last Name | Title <u>Attorney</u> | | | |
| Company | BWW Law Group, LLC | | | | |
| Address | 8100 Three Chopt Road, Suite 2 Number Street | 240 | | | |
| | Richmond, VA 23229 City State ZIP Code | | | | |
| Contact phone | (804) 282-0463 | Email <u>bankruptcy@bww-law.com</u> | | | |

Case 20-33927-KLP Doc 19 Filed 08/09/21 Entered 08/09/21 16:01:46 Desc Main Document Page 3 of 6 <u>CERTIFICATE OF SERVICE</u>

I certify that on this 9th day of August, 2021, the following person(s) were or will be served with a copy of the foregoing filed pleading electronically via the CM/ECF system or by first class mail, postage prepaid:

Suzanne E. Wade, Trustee 7202 Glen Forest Drive, Ste. 202 Richmond, VA 23226

Seth Jackson Marks 4510 South Laburnum Avenue Richmond, VA 23231

Karen A. Hamm 287 Dogwood Lane Saint Stephens Churc, VA 23148

Joseph R. Hamm 287 Dogwood Lane Saint Stephens Churc, VA 23148

/s/ Matthew C. Rawls

Matthew Rawls Attorney BWW Law Group, LLC Case 20-33927-KLP Doc 19 \ |SELECT

Portfolio

SERVICING, inc.

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June 22, 2021

KATHLEEN D BUSZINSKI KATHLEEN D BUSZINSKI 136 KATHY LANE BLAIRSVILLE, PA 15717

Property Address:

170 SPRINGER ROAD LIGONIER, PA 15658

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the enclosed referenced account, has received notification that we should direct all communication with regard to this mortgage account to your attention.

We respectfully request that you review the information contained in the attached notice, and where appropriate, deliver it to the customer in a timely manner.

If you have any questions or concerns, please contact SPS. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.

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Sign up for paperless delivery at www.spservicing.com



P: AS S:ATR



Account Number: Property Address:

170 SPRINGER ROAD LIGONIER, PA 15658

Dear Customer(s):

SPS is committed to providing you with the information you need to manage your home mortgage payments.

CHANGES TO YOUR MORTGAGE INTEREST RATE AND PAYMENTS ON 09/01/2021.

Under the terms of your Adjustable-Rate Mortgage, you had a 6 month period during which your interest rate and principal and interest payment remained the same. Your interest rate initially changed on 08/01/2007 and may change every 6 month(s) for the life of the mortgage. Your rate is scheduled to change again on 02/01/2022 with a corresponding payment change on 03/01/2022.

| | Current Rate and Monthly Payment | New Rate and Monthly Payment |
|----------------------------|----------------------------------|------------------------------|
| Interest Rate | 6.87500% | 6.87500% |
| Principal | \$201.52 | \$203.85 |
| Interest | \$295.46 | \$293.14 |
| Escrow (Taxes & Insurance) | \$0.00 | \$0.00 |
| Total Monthly Payment | \$496.98 | \$496.99 Due 09/01/2021 |

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.15188% and your margin is 6.25000%. Your index is the 6 MONTH AVERAGE LONDON INTERBANK OFFERED RATE and is published DAILY IN THE WALLSTREET JOURNAL.

Rate Limits: Your rate cannot go higher than 13.87500% or less than 6.87500% over the life of the loan.

Your rate can change each subsequent period by no more than 1.50000%,

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. Your new payment is based on the 6 MONTH AVERAGE LONDON INTERBANK OFFERED RATE, your margin, rounding of 0.12500%, your loan balance of \$51,166.26, and your remaining amortized loan term of 156 months.

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Please note that if you are currently set up on our automatic withdrawal program (ACH), your monthly payment will change to match the amount provided in this notice. This change will be made as of the first scheduled automatic payment after the date this payment change is effective.

Prepayment Penalty: None

If you seek an alternative to the changes to your interest rate and payment, the following options may be possible (subject to lender approval):

- Refinance your loan with another lender;

- Sell your home and use the proceeds to pay off your current loan;

Modify your loan terms with us;

- Payment forbearance, which temporarily gives you more time to pay your monthly payment.

Please contact our Customer Service Department toll-free at 800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you would like counseling or assistance you can contact the following: U.S. Department of Housing and Urban Development. For a list of homeownership counselors or counseling organizations in your area, go to https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or you can call HUD at 1-800-569-4287.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.